

TC05-061

2 CHARLESGATE WEST  
BOSTON, MA 02215  
1-617-369-1000  
www.tncii.com



July 12, 2005

**VIA FEDERAL EXPRESS DELIVER SERVICE**  
**TRACKING NUMBER 8511 7574 6601**

**Mr. Harlan Best, Utility Analyst**  
South Dakota Public Utilities Commission  
Capitol Building, 1<sup>st</sup> Floor  
500 East Capitol Avenue  
Pierre, South Dakota 57501-5070

**RECEIVED**  
JUL 13 2005  
SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Re: Application for Certificate of Public Convenience and Necessity to Provide Resold Facilities-Based Local Exchange Service in the State of South Dakota – SD PUC correspondence dated May 5 & July 7, 2005.

Dear Mr. Best:

Transmitted herewith on behalf of Trans National Communications International, Inc. ("TNCI"), please find the Company's above-referenced revised application for resold facilities-based local exchange service operational authority within the state of South Dakota. Please note that TNCI is enclosing an original and three (3) copies of the above-noted application.

The Company sincerely appreciates your time and attention to this matter. Please direct any questions regarding this filing to the undersigned at (617) 369-1163 or via electronic mail at [cnance@tncii.com](mailto:cnance@tncii.com).

Respectfully submitted,

A handwritten signature in black ink, appearing to be "Cameron Nance", written over a horizontal line.

Cameron Nance, MPA  
Regulatory Affairs Department

Enclosure: Application for resold facilities-based local authority/SD PUC correspondence dated 5/5 & 7/7

**APPLICATION FOR REGISTRATION  
BEFORE THE SOUTH DAKOTA PUBLIC UTILITIES COMMISSION**

**IN THE MATTER OF THE  
APPLICATION OF TRANS  
NATIONAL COMMUNICATIONS  
INTERNATIONAL, INC.**

**FOR AN ORDER AUTHORIZING  
THE REGISTRATION OF APPLICANT  
AS A PROVIDER OF RESALE  
FACILITIES-BASED LOCAL EXCHANGE  
SERVICES WITHIN THE STATE OF  
SOUTH DAKOTA**

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Docket No. TC05-061

**RECEIVED**

**JUL 13 2005**

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

**APPLICATION FOR AUTHORITY TO SERVE AS A PROVIDER OF RESALE FACILITIES-  
BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES WITHIN THE STATE  
OF SOUTH DAKOTA**

NOW COMES TRANS NATIONAL COMMUNICATIONS INTERNATIONAL, INC., ("TNCI" or "Applicant") and hereby submits its application to the SOUTH DAKOTA PUBLIC UTILITIES COMMISSION ("Commission") for An Order, pursuant to Section 253 of the Federal Telecommunications Act of 1934, (revised 1996), and applicable laws of the state of South Dakota and rules and regulations of the Commission, to operate as a facilities-based reseller of local exchange services within the jurisdictional boundaries of the state of South Dakota, as requested by the Commission in correspondence provided to the Company dated May 5, 2005, wherein on behalf of the Commission, Mr. HARLAN BEST, Utility Analyst, indicated that the format of TNCI's application did not accurately reflect the sequence of statutes found at **ARSD 20:10:32:03**; as such, in an effort to comply with the Commission's request, the Company resubmits its application information in the requested sequenced format. Please note that on January 19, 2000, the Office of the Secretary of State for the state of South Dakota issued a *Certificate of Authority* to TNCI, therein duly authorizing the Applicant to transact business within the jurisdictional boundaries of the state of South Dakota. In support of the instant application, in accordance with and pursuant to ARSD 20:10:32:03 Certificate of authority for local exchange service – Application requirements, TNCI offers the following information contained in Application Sections A – GG, ("A" – "GG" or "AS A" – "AS GG"), and Exhibits A – P, ("EA" – "EP"):

- A. **ARSD 20:10:32:03 (1)** - Trans National Communications International, Inc., 2 Charlesgate West, Boston, Massachusetts 02215 - Telephone: (617) 369-1000; Toll free: (800) 900-5210; Fax: (617) 369-1110 - Email – [cnance@tncii.com](mailto:cnance@tncii.com) - Applicant is a corporation.
- B. **ARSD 20:10:32:03 (2)** – Please see EA
- C. **ARSD 20:10:32:03 (3)** – NA
- D. **ARSD 20:10:32:03 (4) (a) – (d) – ARSD 20:10:32:03 (4) (a)** - TNCI has no principal office located within the state of South Dakota. Please find as follows the contact information for the Applicant's registered agent within the state of South Dakota: National Registered Agents, Inc., 300 South Phillips Avenue, Suite 300, Sioux Falls, South Dakota 57104-6322. **ARSD 20:10:32:03 (4) (b)** – Please see EB. **ARSD 20:10:32:03 (4) (c)** – TNCI incorporated in Delaware during 1995. A copy of the certificate of incorporation is provided herein at EC. **ARSD 20:10:32:03 (4) (d)** – Please see ED.
- E. **ARSD 20:10:32:03 (5)** – Please see EE
- F. **ARSD 20:10:32:03 (6)** – Please see EF
- G. **ARSD 20:10:32:03 (7)** – Please see EG
- H. **ARSD 20:10:32:03 (7) (a) – (d)** – Commercial service only (for businesses, not residential service). **ARSD 20:10:32:03 (7) (b)** – Applicant is a non-facilities-based reseller and as such will provide

100% of its services on a resale bases within the state of South Dakota beginning the date upon which the Commission issues local services operational authority. **ARSD 20:10:32:03 (7) (c)** – The Applicant neither owns, nor maintains any facilities within the state of South Dakota and as such is unable to provide descriptions related thereto; however, the Applicant will offer local services via resale of services provisioned and provided by the underlying provider QWEST Communications, Inc. As such, the Company has no direct knowledge of the specific facilities the underlying provider will employ during its provisioning of resold services on behalf of the Applicant, however, a reasonable presumption of the type of transmission facilities the underlying provider may employ includes generally provisioned transmission switching, relay and terminating equipment, including, twisted pair copper lines, central office switching platforms, relay equipment, network interface devices, etc. Additional provisioning facilities may include DS3 connectivity and various software platforms specific to interconnectivity functions between the Applicant and the underlying provider. Also, demarcation (NID) equipment. **ARSD 20:10:32:03 (7) (d)** – Resold facilities-based local exchange service to business customers.

- I. **ARSD 20:10:32:03 (8)** – The Company concurs in the maps and legal descriptions of QWEST Communications on file with the Commission.
- J. **ARSD 20:10:32:03 (9) – (a) & (b)** - **ARSD 20:10:32:03 (9) (a)** – Please see EH. **ARSD 20:10:32:03 (9) (b)** – Please see EI.
- K. **ARSD 20:10:32:03 (10)** – Please see EJ.
- L. **ARSD 20:10:32:03 (11)** – Please see AS M for response to ASRD 20:10:32:03 (11) (a)
- M. **ARSD 20:10:32:03 (11) (a)** – Please see EK
- N. **ARSD 20:10:32:03 (11) (b)** – NA
- O. **ARSD 20:10:32:03 (12)** – Please see AS P for response to ASRD 20:10:32:03 (12) (a)
- P. **ARSD 20:10:32:03 (12) (a)** - Please see AS I for response to ARSD 20:10:32:03 (8)
- Q. **ARSD 20:10:32:03(12) (b)** - The Applicant anticipates submitting a concluded interconnection agreement with the provided mentioned in **ARSD 20:10:32:03 (8) (and ARSD 20:10:32:03 (12) (a))** to the Commission during 3<sup>rd</sup> Quarter 2005.
- R. **ARSD 20:10:32:03 (12) (c)** - Not presently available; however, as part of the Applicant's fulfillment of **ARSD 20:10:32:03 (12) (b)** (i.e., submission during 2<sup>nd</sup> Quarter 2005) the Applicant will submit the data requested in **ARSD 20:10:32:03 (12) (c)**.
- S. **ARSD 20:10:32:03 (13)** –Please see EL
- T. **ARSD 20:10:32:03 (14)** - Please see AS S for response to **ARSD 20:10:32:03 (13)**.
- U. **ARSD 20:10:32:03 (15)** – Please see EM
- V. **ARSD 20:10:32:03 (16)** – Please see EN
- W. **ARSD 20:10:32:03 (17)** – The Company has been certificated with long distance operational authority in each state; TNCI has been certificated to provide resold local exchange services in each state with the exception of the following states where certification is pending: AR, OK, TN, SD, NC, LA, CO, WV, NE, DE, KS, and NM. The Applicant has never been denied registration or certification in any state. Please note that the remainder of the data requested at **ARSD 20:10:32:03 (17)** is provided in EO.
- X. **ARSD 20:10:32:03 (18)** - Cameron Nance, Regulatory Affairs Department, Trans National Communications International, Inc., 2 Charlesgate West, Boston, Massachusetts 02215, Telephone: (617) 369-1163, Fax: (617) 369-1090, Email: [cnance@tncii.com](mailto:cnance@tncii.com).
- Y. **ARSD 20:10:32:03 (19)** – The Applicant will provide billing in accordance with applicable state of South Dakota laws, rules, regulations and orders.
- Z. **ARSD 20:10:32:03 (20)** – The Applicant subscribes to the FCCs slamming rules and takes seriously the matter of unauthorized service acquisition; as such, it is the Applicant's policy to verify via letters of authorization and authority and third party verification all requests for service.
- AA. **ARSD 20:10:32:03 (21)** – As of May 24, 2005, no regulatory authority, whether jurisdictionally state or national, has issued an adjudicated determination that the Applicant ever provided unauthorized access service to a consumer specific to the respective authority's jurisdiction.

**BB. ARSD 20:10:32:03 (22)** – Pursuant to ARSD 20:10:32:03 (22), the Applicant herein requests relief from provisions contained in ARSD 20:10:32:03 (11) (b) and ARSD 20:10:32:03 (3) due to the inapplicability of ARSD 20:10:32:03 (11) (b) and ARSD 20:10:32:03 (3) to the Company.

**CC. ARSD 20:10:32:03 (23)** – 04-3284489

**DD. ARSD 20:10:32:04** – Please see EP.

**EE. ARSD 20:10:32:10** – The Company affirms its commitment to the provisions contained at ARSD 20:10:32:10 (1) – (7), to wit: access to the public switched network; access to emergency services such as 911 or enhanced 911; access to a local directory and directory assistance; access to operator services; telecommunications relay service capability or access necessary to comply with state and federal regulations; non[published service upon written or verbal request of a customer; and access to interexchange services, respectively.

**FF. ARSD 20:10:32:12** – The Company agrees to comply with this provision.

**GG. Public Interest Consideration** - Grant of the instant application will further the goals of the public interest of South Dakota's consumers of telecommunications services by expanding the availability of competitive telecommunications services in the state of South Dakota. In addition, the Applicant's intrastate offering of these services is in the public interest because TNCI's services will provide South Dakota's consumers with both increased efficiencies and cost savings. As such, authorizing the Applicant to provide local exchange telecommunications services will enhance materially the telecommunications environment within the state of South Dakota and will likewise facilitate economic development related thereto. Please note that *in particular*, consumers within the state of South Dakota will directly benefit through the use of the competitive services to be offered by TNCI and *indirectly* South Dakota's consumers will benefit because the Applicant's presence within the state will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, and improve their quality of service. In sum, TNCI will bring additional competition to the state of South Dakota which will benefit the consumers, and as such, it is in the public's interest to grant the Applicant's instant petition for the forgoing reasons.

**WHEREFORE PREMISES CONSIDERED**, TNCI respectfully petitions the Commission for an Order authorizing the Applicant to register as a competitive resale and facilities-based local exchange telecommunications services within the state of South Dakota.

Respectfully submitted,

**O/B/O TRANS NATIONAL COMMUNICATIONS  
INTERNATIONAL, INC.**

By: 

**CAMERON NANCE, MPA**

**Regulatory Affairs Specialist**

Trans National Communications International, Inc.

2 Charlesgate West

Boston, Massachusetts 02215

Telephone: (617) 369-1163

Fax: (617) 369-1090

Email: [cnance@tncii.com](mailto:cnance@tncii.com)

Exhibit A

Brian Twomey – President  
Chuck Luca – Senior Vice President, Operations  
Marcy Raskind – Corporate Secretary  
Steve Belkin – Director  
Joan Belkin – Director  
William Weidland – Director & Corporate Treasurer  
Pam Hesse, Assistant Vice President, Finance & Controller

The foregoing corporate officers may be contacted at the address referenced at ARSD 20:10:32:03 (1), herein (supra).

# Trans National Communications International Organizational Chart

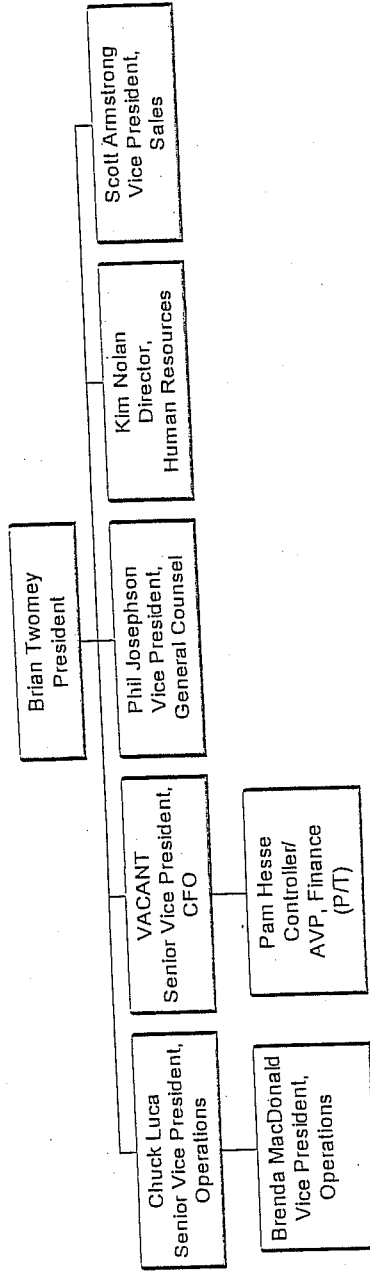


Exhibit B

Name and Address	Shares Owned	% of all Shares Issued and Outstanding and Voting Control
<b>Steve B. Belkin</b> <b>2 Charlesgate West</b> <b>Boston, Massachusetts</b> <b>02215</b>	<b>3,449</b>	<b>77.10</b>
<b>The Amy Jill Belkin Trust</b> <b>2 Charlesgate West</b> <b>Boston, Massachusetts</b> <b>02215</b>	<b>512</b>	<b>11.45</b>
<b>The Julie Ann Belkin Trust</b> <b>2 Charlesgate West</b> <b>Boston, Massachusetts</b> <b>02215</b>	<b>512</b>	<b>11.45</b>

Exhibit C

Certificate of Incorporation



# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF INCORPORATION OF "TRANS NATIONAL  
COMMUNICATIONS INTERNATIONAL, INC.", FILED IN THIS OFFICE ON THE  
FIRST DAY OF AUGUST, A.D. 1995, AT 12:30 O'CLOCK P.M.



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

2529585 8100

AUTHENTICATION: 2847791

030843570

DATE: 01-05-04

**CERTIFICATE OF INCORPORATION**

OF

***TRANS NATIONAL COMMUNICATIONS INTERNATIONAL, INC.***

The undersigned, a natural person, for the purpose of organizing a corporation for conducting the business and promoting the purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware (particularly Chapter 1, Title 8 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified and referred to as the "General Corporation Law of the State of Delaware"), hereby certifies that:

*FIRST:* The name of the corporation (hereinafter called the "Corporation") is

**TRANS NATIONAL COMMUNICATIONS INTERNATIONAL, INC.**

*SECOND:* The address, including street, number, city, and county, of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle; and the name of the registered agent of the Corporation in the State of Delaware is The Corporation Trust Company.

*THIRD:* The nature of the business to be conducted and the purposes of the Corporation are:

To purchase or otherwise acquire, invest in, own, lease, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade and deal in and with real property and personal property of every kind, class and description (including, without limitation, goods, wares and merchandise of every kind, class and description), to manufacture goods, wares and merchandise of every kind, class and description, both on its own account and for others;

To make and perform agreements and contracts of every kind and description; and

Generally to engage in any lawful act or activity or carry on any business for which corporations may be organized under the Delaware General Corporation Law or any successor statute.

**FOURTH:** The total number of shares of capital stock which the Corporation shall have authority to issue is 10,000 shares of Common Stock with \$.01 par value.

### RESTRICTIONS ON TRANSFER

- 4.1 Non-Complying Transfers Prohibited. No shares of common stock ("Shares") owned by any person or entity (a "Stockholder") may be sold, assigned, pledged, hypothecated, encumbered, gifted, devised or otherwise transferred to any person or entity, voluntarily, or by operation of law, court order, foreclosure, marital property division or otherwise except in accordance with the terms and conditions hereinafter set forth.
- 4.2 Rights of First Refusal on Voluntary Transfers.
- 4.2.1 Any Stockholder who intends to sell, assign, transfer or otherwise voluntarily dispose of all or part of any Shares (the "Selling Stockholder"), shall give written notice of such intention to Steven B. Belkin, his successors and assigns (the "Founding Stockholder") and the Corporation, which notice shall include the name of the proposed transferee, the proposed purchase price per Share, the terms of payment of such purchase price and all other matters relating to such sale and shall be accompanied by a copy of the binding written agreement of the proposed transferee to purchase the Shares of the Selling Stockholder. Such notice shall constitute a binding offer by the Selling Stockholder to sell to the Founding Stockholder and the Corporation, or their assignees, such number of Shares then held by the Selling Stockholder as are proposed to be sold in the notice at the monetary price per Share designated in such notice, payable as provided in Section 4.2.4 hereof. Within thirty days after receipt of written notice from the Selling Stockholder, the Founding Stockholder shall give written notice to the Selling Stockholder as to whether such offer has been accepted by the Founding Stockholder. The Founding Stockholder may only accept such offer in whole and may not accept such offer in part. Such acceptance notice shall fix a time, location and date for the closing on such purchase ("Closing Date") which shall not be less than seven nor more than forty-five days after the giving of the acceptance notice. The place for such closing shall be at the principal office of the Corporation or such other location agreed to by the parties. At such closing, the Selling Stockholder shall accept payment as set forth in Section 4.2.4 and shall deliver to the Founding Stockholder in exchange therefor certificates for the number of Shares stated in the notice accompanied by duly executed instruments of transfer.

- 4.2.2 If the Founding Stockholder shall fail to accept the offer within the thirty-day period, then the Corporation shall have fifteen days from the expiration of such notice period within which to accept in whole, but not in part, the offer of the Selling Stockholder, by giving to him written notice as set forth above of their intent to purchase all, but not less than all, of the Shares proposed to be sold as provided in the notice to the Founding Stockholder and the Corporation at the monetary price per Share designated in such notice, payable as provided in Section 4.2.4 hereof. The place for such closing shall be at the principal office of the Corporation or such other location agreed to by the parties. At the closing of such purchase and sale, the Selling Stockholder shall accept payment as set forth in Section 4.2.4 and shall deliver to the Corporation in exchange therefor certificates for the number of Shares stated in the notice accompanied by duly executed instruments of transfer.
- 4.2.3 If the Founding Stockholder and the Corporation shall fail to accept any such offer, then the Selling Stockholder shall be free to sell all, but not less than all, of the Shares set forth in his notice to the designated transferee at a price and on terms no less favorable to the Selling Stockholder than described in the Selling Stockholder's notice, *provided* that such sale is consummated within six months after the giving of notice by the Selling Stockholder to the Founding Stockholder and the Corporation as aforesaid, but the transferee (and all subsequent transferees) shall thereafter only be permitted to sell or transfer Shares in accordance with the terms hereof. After the expiration of such six-month period, the provisions of this Section 4.2 shall again apply with respect to any proposed transfer of the Selling Stockholder's Shares.
- 4.2.4 The purchase price of any Shares to be acquired pursuant to this Section 4.2 shall be payable on the terms offered to the Selling Stockholder by the proposed transferee (*provided, however*, that the Founding Stockholder and the Corporation shall not be required to meet any non-monetary terms of the proposed transfer, including, without limitation, delivery of other securities in exchange for the Shares proposed to be sold).
- 4.3 Death of a Stockholder. Within thirty days after the death of any Stockholder (other than the Founding Stockholder) (the "Deceased Stockholder"), the executors or administrators of the estate of the Deceased Stockholder and each transferee of the Deceased Stockholder's Shares by virtue of such death shall give written notice thereof to the Founding Stockholder and the Corporation offering to the Founding Stockholder and the Corporation or any assignee of either of them all of the Shares owned by the Deceased Stockholder at the time of death.

Within thirty days after receipt of such notice, the Founding Stockholder or his assignee, may elect to purchase all of the Shares so offered at a purchase price per Share determined in accordance with Section 4.7 hereof. If such Shares are not purchased by the Founding Stockholder, they shall be offered in the same manner to the Corporation. Within thirty days after the expiration of the Founding Stockholder's thirty-day period, the Corporation may elect to purchase all of the Shares so offered at a purchase price per Share determined in accordance with Section 4.7 hereof. If such Shares are not purchased by the Founding Stockholder or the Corporation, such Shares may be retained by the estate of the Deceased Stockholder or by such transferees subject to all other provisions hereof.

4.4 Transfers by Operation of Law. In the event that a Stockholder (i) files a voluntary petition under any bankruptcy or insolvency law or a petition for the appointment of a receiver or makes an assignment for the benefit of creditors, or (ii) is subjected involuntarily to such a petition or assignment or to an attachment or other legal or equitable interest with respect to his Shares and such involuntary petition or assignment or attachment is not discharged within thirty days after its date, or (iii) is subject to a transfer of his Shares by operation of law (except upon his death) the Founding Stockholder, the Corporation, or their assignees, shall have the right to elect to purchase all of the Shares which are owned by the Stockholder at a purchase price per Share determined in accordance with Section 4.7 hereof. Within thirty days after receipt of such notice, the Founding Stockholder or his assignee, may elect to purchase all of the Shares so offered at a purchase price per Share determined in accordance with Section 4.7 hereof. If such Shares are not purchased by the Founding Stockholder, they shall be offered in the same manner to the Corporation. Within thirty days after the expiration of the Founding Stockholder's thirty-day period, the Corporation may elect to purchase all of the Shares so offered at a purchase price per Share determined in accordance with Section 4.7 hereof. Failure of the Founding Stockholder and the Corporation to elect to purchase the Shares under this Section 4.4 shall not affect their rights to purchase the same Shares under Section 4.2 in the event of a proposed sale, assignment, transfer, or other disposition by or to any receiver, petitioner, assignee, transferee or other person obtaining an interest in the Shares.

4.5 Prohibition on Encumbrances. No Stockholder may pledge, hypothecate or otherwise encumber his Shares.

4.6 Violation of Restrictions. If any transfer of Shares is made or attempted contrary to the provisions of this Agreement or if any Shares are not

offered as required by these provisions, the Founding Stockholder and the Corporation shall have the right to purchase the Shares from the owner thereof or his transferee at any time before or after the transfer, as hereinafter provided. In addition to any other legal or equitable remedies, the Founding Stockholder and the Corporation may enforce this right by actions for specific performance (to the extent permitted by law). The Corporation may also refuse to recognize any such transferee or Stockholder as one of its stockholders for any purpose, including without limitation for purposes of dividend and voting rights, until all applicable provisions of these restrictions have been complied with.

4.7 Purchase Price.

4.7.1 Except with respect to purchases made under Section 4.2, the purchase price of each Share purchased hereunder shall be the fair market value per Share determined by appraisal as follows. Within thirty days after the election to purchase pursuant to Section 4.3 or 4.4, the Founding Stockholder or the Corporation, as the case may be, shall appoint an appraiser, the Stockholder whose Shares are being purchased (or his legally appointed representatives) shall appoint a second appraiser, and the two appraisers so appointed shall appoint a third appraiser, or if any party or the appraisers fail to act within such period, any unappointed appraiser or appraisers shall be appointed by the American Arbitration Association, Boston, Massachusetts, upon application of any party or appraiser. Each appraiser shall independently determine the value of the shares of the Stockholder whose Shares are being purchased as of a convenient date selected by the three appraisers. The fair market value of the Shares shall be the average of the two closest appraised values, and such determination shall be final and binding upon all interested persons. The Corporation shall promptly furnish to the appraisers such information concerning its financial condition, earnings, capitalization, business prospects and sales of its capital stock as they may reasonably request. The appraisers shall promptly notify in writing the Founding Stockholder, the Corporation and the Stockholder whose Shares are being purchased (or his legally appointed representatives) of the appraisers' final determination of value. The parties shall each bear the fees and expenses of the appraiser appointed by or for each of them, and the fees and expenses of the third appraiser shall be borne one-half by the Stockholder whose Shares are being purchased (or his legally appointed representatives) and one-half by the purchaser of the Shares.

4.8 Tenders. The Stockholder whose Shares are being purchased pursuant to Section 4.3 or 4.4 (or his legally appointed representatives) shall tender all Shares being purchased hereunder to the Founding Stockholder or the

Corporation, or to one or more assignees designated by the purchaser, at the principal office of the Corporation at a reasonable date and time specified by it (in any event within thirty days of the purchaser's election), by delivery of certificates representing such Shares endorsed in blank and in proper form for transfer against payment of the purchase price in cash or by certified or bank checks.

- 4.9 Waiver; Disposition of Shares. From time to time the Corporation may waive its rights hereunder either generally or with respect to one or more specified transfers which have been proposed, attempted or made. All action to be taken by the Corporation hereunder shall be taken by vote of a majority of its Directors then in office. Any Shares which the Corporation has elected to purchase hereunder may be disposed of by its Board of Directors in such manner as it deems appropriate, with or without further restrictions on the transfer thereof.
- 4.10 Subchapter S Restrictions. If the Corporation has elected to be an S corporation pursuant to Section 1362 of the Internal Revenue Code of 1986, as amended, then as long as such an election is in effect no Shares may be sold, assigned, pledged or otherwise transferred to any person or entity if the transfer would cause the termination of such election.

*FIFTH:* The name and mailing address of the sole incorporator is as follows:

<u>Name</u>	<u>Mailing Address</u>
Anne T. Leland	Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. One Financial Center Boston, MA 02111

*SIXTH:* The Corporation is to have perpetual existence.

*SEVENTH:* For the management of the business and for the conduct of the affairs of the Corporation, and in further definition and not in limitation of the powers of the Corporation and of its directors and of its stockholders or any class thereof, as the case may be, conferred by the State of Delaware, it is further provided that:

A. The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the By-Laws. The phrase "whole Board" and the phrase "total number of directors" shall be deemed to have the same meaning, to wit, the total number of directors which the Corporation would have if there were no vacancies. No election of directors need be by written ballot.

B. After the original or other By-Laws of the Corporation have been adopted, amended or repealed, as the case may be, in accordance with the provisions of Section 109 of the General Corporation Law of the State of Delaware, and, after the Corporation has received any payment for any of its stock, the power to adopt, amend, or repeal the By-Laws of the Corporation may be exercised by the Board of Directors of the Corporation.

C. The books of the Corporation may be kept at such place within or without the State of Delaware as the By-Laws of the Corporation may provide or as may be designated from time to time by the Board of Directors of the Corporation.

*EIGHTH:* Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

*NINTH:* The Corporation shall, to the fullest extent permitted by the provisions of Section 145 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented from time to time, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities or other matters referred to in or covered by said section as amended or supplemented (or any successor), and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

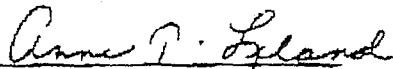
*TENTH:* No director of this Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except to the extent that exculpation from liability is not permitted under the General Corporation Law of the State of Delaware as in effect at the time such liability is determined. No amendment or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior



to such amendment or repeal. If the General Corporation Law of the State of Delaware is amended after approval by the stockholders of this Article to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended.

*ELEVENTH:* From time to time any of the provisions of this Certificate of Incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders of the Corporation by this Certificate of Incorporation are granted subject to the provisions of this Article.

I, the undersigned, being the sole incorporator, for the purpose of forming a Corporation under the laws of the State of Delaware, do make, file and record this Certificate of Incorporation, to certify that the facts herein stated are true, and accordingly have hereto set my hand this 1st day of August, 1995.

  
Anne T. Leland

T3/565857.1

Exhibit D

Out-of-State Certificate of Authority – South Dakota

# State of South Dakota



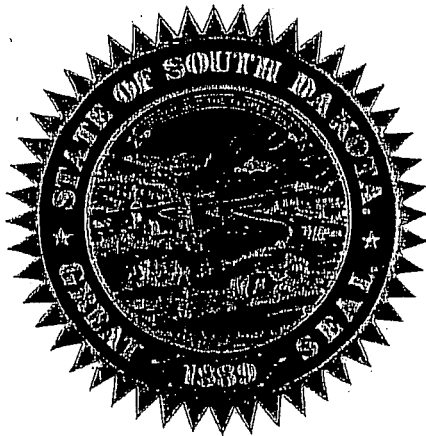
## OFFICE OF THE SECRETARY OF STATE

### Certificate of Authority

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of TRANS NATIONAL COMMUNICATIONS INTERNATIONAL, INC. (DE) to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application to transact business in this state.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this January 19, 2000.



Joyce Hazeltine  
Secretary of State

### Exhibit E

Reseller of inter and local exchange telecommunications services. Operational authority for Interexchange and local exchange service provisioning granted throughout the jurisdictions referenced at ARSD 20:10:32:03 (17) beginning in 1999 and is presently ongoing with anticipated completion during 3<sup>rd</sup> Quarter 2005.

Exhibit F

Not Applicable

### Exhibit G

TNCI is a reseller of telecommunications services, and as such the Applicant has no PoPs within the State of South Dakota. The Applicant proposes to offer (in both the short and long-term timeframes) local exchange telecommunications services within the state of South Dakota as a combination of resale and facilities-based service through the underlying local exchange provider, QWEST Communications, Inc. to business customers. Moreover, TNCI expects to offer a broad variety of local exchange services to business customers within the state of South Dakota. The Applicant's initial line of services will be comparable to that currently offered by the aforementioned incumbent local service provider. Further, initially, TNCI plans to offer basic access line service, DID services, Optional Calling Features, Directory Assistance, Directory Services, ISDN, DSL and Operator Services. Please note that the Applicant does not presently plan to offer services to residential consumers within the state of South Dakota.

## Exhibit H

### Technical & Managerial Competence

TNCI affirms it will satisfy (at least) the minimum operational service standards established by the Commission. The Applicant shall file and maintain operational tariffs in the manner prescribed by the Commission and will likewise meet or exceed minimum basic-local-service-standards, including those related to *quality of service* and *billing*, which the Commission both applies to and requires of all local exchange companies operating within the jurisdictional boundaries of the state of South Dakota. As noted in the attached biographies of the principal officers the executive leadership-team at TNCI is comprised of very well qualified telecommunications-industry professionals who share extensive knowledge, skills and abilities within the particular field of telecommunications for which the Applicant herein applies for authority; as such, TNCI maintains it is technically very well qualified to provide local exchange services within the state of South Dakota.

The Company has the managerial expertise to successfully operate a telecommunications enterprise within the state of South Dakota. As described in the above-noted attached biographical information, the Applicant's leadership team has extensive managerial and business experience within the field of telecommunications, specifically concentrated on the provisioning of local, long distance, Wireless and associated telecommunications services.

## Exhibit I

### Customer Complaint Policy & Process

The Company is committed to providing excellence to consumers within the state of South Dakota. In the event an issue arises wherein a consumer complains directly to the Company, every effort will be made to resolve the issue to the customer's satisfaction. The Company responds, in accordance with specific state laws, rules, regulations and Orders, to all consumer inquiries and makes available via tariff, website and generalized marketing materials, methods of contact for consumers, whether via U. S. Mail, electronic mail, or toll-free telephone. Complaints received from state or national jurisdictional authorities are accorded treatment specific to the laws, rules, regulations and orders of the respective authority.



Exhibit J

The Company concurs with the products and services offered by the underlying provider(s), and as such, provides consumers with access to the specific services referenced at ARSD 20:10:32:03 (10).

Exhibit K

Most recent financial statements

Trans National Communications  
International, Inc.

*Financial Statements*

Years Ended December 31, 2004 and 2003

Trans National Communications International, Inc.  
Financial Statements  
December 31, 2004 and 2003  
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*Independent Auditors' Report*

The Board of Directors and Shareholders  
Trans National Communications International, Inc.

We have audited the accompanying balance sheets of Trans National Communications International, Inc. as of December 31, 2004 and 2003 and the related statements of operations, changes in shareholders' equity and cash flows for the years then ended. The financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the balance sheet. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Trans National Communications International, Inc. as of December 31, 2004 and 2003, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

*Togian PC*

February 18, 2005  
Cambridge, Massachusetts

Trans National Communications International, Inc.  
 Balance Sheets  
 December 31  
 (in thousands)

	2004	2003
<b>Assets</b>		
Current Assets:		
Cash And Cash Equivalents	\$977	\$167
Accounts Receivable, Net	3,383	3,170
Other Current Assets	<u>367</u>	<u>289</u>
<b>Total Current Assets</b>	<b>4,727</b>	<b>3,626</b>
Fixed Assets, Net	610	594
Due From Affiliated Company	1,205	1,200
Other Assets, Net	<u>937</u>	<u>511</u>
<b>Total Assets</b>	<b><u>\$7,479</u></b>	<b><u>\$5,931</u></b>
<b>Liabilities And Shareholders' Equity</b>		
Current Liabilities:		
Accounts Payable And Accrued Expenses	\$6,747	\$5,632
Current Portion Of Loan Payable	<u>13</u>	<u>35</u>
<b>Total Current Liabilities</b>	<b>6,760</b>	<b>5,667</b>
Loan Payable	<u>0</u>	<u>13</u>
<b>Total Liabilities</b>	<b><u>6,760</u></b>	<b><u>5,680</u></b>
Shareholders' Equity:		
Common Stock \$0.01 Par Value; 10,000 Shares Authorized; 4,473 Issued And Outstanding; and Capital In Excess Of Par	3,235	3,235
Accumulated Deficit	<u>(2,516)</u>	<u>(2,984)</u>
	<u>719</u>	<u>251</u>
<b>Total Liabilities And Shareholders' Equity</b>	<b><u>\$7,479</u></b>	<b><u>\$5,931</u></b>

See accompanying notes.

Trans National Communications International, Inc.  
 Statements of Operations  
 Year Ended December 31  
 (in thousands)

	2004	2003
Revenue	\$41,425	\$43,154
Direct Costs	<u>(31,736)</u>	<u>(35,147)</u>
	9,689	8,007
Selling, General And Administrative Expenses	<u>(7,991)</u>	<u>(6,245)</u>
Income From Operations Before Depreciation And Amortization	1,698	1,762
Depreciation And Amortization	<u>(971)</u>	<u>(1,175)</u>
Income From Operations	727	587
Other Income/(Expenses):		
Incentive Compensation Plans	(125)	0
Interest Expense	(227)	(313)
Interest Income	<u>25</u>	<u>0</u>
Net Income Before Discontinued Operations	400	274
Discontinued Operations	<u>68</u>	<u>(1,594)</u>
Net Income/(Loss)	<u>\$468</u>	<u>(\$1,320)</u>

See accompanying notes.

Trans National Communications International, Inc.  
Statements of Changes in Shareholders' Equity  
Years Ended December 31, 2004 and 2003  
(in thousands)

	<u>Common Stock</u>		<u>Capital</u>	<u>Accumulated</u>
	<u>Shares</u>	<u>Value</u>	<u>In Excess</u> <u>Of Par</u>	<u>Deficit</u>
Balance At January 1, 2003	4	\$0	\$2,235	(\$1,664)
Capital Contribution			1,000	
Net Loss				(1,320)
Balance At December 31, 2003	4	0	3,235	(2,984)
Net Income				468
Balance At December 31, 2004	4	\$0	\$3,235	(\$2,516)

See accompanying notes.



Trans National Communications International, Inc.  
 Statements of Cash Flows  
 Years Ended December 31  
 (in thousands)

	2004	2003
<b>Operating Activities:</b>		
Net Income/(Loss)	<u>\$468</u>	<u>(\$1,320)</u>
Reconciliation To Cash Flow:		
Depreciation And Amortization	971	1,175
Change In:		
Accounts Receivable	(213)	1,583
Other Current Assets	(78)	(51)
Accounts Payable And Accrued Expenses	1,115	(558)
Due From Affiliated Company	<u>19</u>	<u>42</u>
Total Adjustments	<u>1,814</u>	<u>2,191</u>
Net Cash Provided By Operating Activities	<u>2,282</u>	<u>871</u>
<b>Cash Flows From Investing Activities:</b>		
Purchase Of Fixed Assets	(337)	(253)
Other Assets	<u>(1,076)</u>	<u>(714)</u>
Net Cash Used In Investing Activities	<u>(1,413)</u>	<u>(967)</u>
<b>Cash Flows From Financing Activities:</b>		
Proceeds from Capital Contributions	0	1,000
Due From Affiliated Company	(24)	(1,000)
Loan Repayments	<u>(35)</u>	<u>(40)</u>
Net Cash Used In Financing Activities	<u>(59)</u>	<u>(40)</u>
Net Increase/(Decrease) In Cash And Cash Equivalents	810	(136)
Cash And Cash Equivalents, Beginning	<u>167</u>	<u>303</u>
Cash And Cash Equivalents, Ending	<u><u>\$977</u></u>	<u><u>\$167</u></u>

See accompanying notes.

Exhibit L

Local Exchange Services Tariff

REGULATIONS AND SCHEDULE OF CHARGES FOR  
COMPETITIVE INTRASTATE  
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES  
WITHIN THE STATE OF SOUTH DAKOTA

**Trans National Communications International, Inc.**

2 Charlesgate West  
Boston, MA 02215

This informational tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed local exchange telecommunications services provided by Trans National Communications International, Inc. ("Company") within the State of South Dakota. On February 11, 2000, the Company received operational authority from the South Dakota Regulatory Authority ("Commission") to provide Interexchange services (Docket Number TC99-091) within the state of South Dakota. Please note that this Tariff is being filed in support of TNCI's application to provide resold facilities-based local exchange services (Docket No. TC05-061) within the state of South Dakota. Further, copies of this Tariff may be inspected during normal business hours at Company's principal place of business, 2 Charlesgate West, Massachusetts 02215. Please note that once a local certificate is obtained by TNCI the Company will negotiate pricing from the underlying provider via an interconnection agreement that will be provided to the Commission for review and approval. As such, the aforementioned negotiated rates may be different from the rates detailed throughout this informational tariff.

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Issued:

Pamela Hesse, Assistant Vice President, Finance / Controller  
Trans National Communications International, Inc.  
2 Charlesgate West  
Boston, MA 02215

Effective:

**CHECK SHEET***To be revised*

The Title Sheet and Sheets 1 through 100 of this Tariff are effective as of the date shown at the bottom of the respective Sheet(s). Revised Sheets as named below contain all changes from the original filing that are in effect on the date listed.

Sheet No.	Sheet Version	Sheet No.	Sheet Version	Sheet No.	Sheet Version
Title	Original*				
1	Original*	31	Original*	61	Original*
2	Original*	32	Original*	62	Original*
3	Original*	33	Original*	63	Original*
4	Original*	34	Original*	64	Original*
5	Original*	35	Original*	65	Original*
6	Original*	36	Original*	66	Original*
7	Original*	37	Original*	67	Original*
8	Original*	38	Original*	68	Original*
9	Original*	39	Original*	69	Original*
10	Original*	40	Original*	70	Original*
11	Original*	41	Original*	71	Original*
12	Original*	42	Original*	72	Original*
13	Original*	43	Original*	73	Original*
14	Original*	44	Original*	74	Original*
15	Original*	45	Original*	75	Original*
16	Original*	46	Original*	76	Original*
17	Original*	47	Original*	77	Original*
18	Original*	48	Original*	78	Original*
19	Original*	49	Original*	79	Original*
20	Original*	50	Original*	80	Original*
21	Original*	51	Original*	81	Original*
22	Original*	52	Original*	82	Original*
23	Original*	53	Original*	83	Original*
24	Original*	54	Original*	84	Original*
25	Original*	55	Original*	85	Original*
26	Original*	56	Original*	86	Original*
27	Original*	57	Original*	87	Original*
28	Original*	58	Original*	88	Original*
29	Original*	59	Original*	89	Original*
30	Original*	60	Original*	90	Original*

\* Indicates sheet included in this filing

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 Trans National Communications International, Inc.  
 2 Charlesgate West  
 Boston, MA 02215

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**CHECK SHEET, Continued****Sheet No.    Sheet Version**

91	Original*
92	Original*
93	Original*
94	Original*
95	Original*
96	Original*
97	Original*
98	Original*
99	Original*
100	Original*

\* Indicates sheet included in this filing

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2 Charlesgate West  
Boston, MA 02215

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Boston, MA 02215

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2 Charlesgate West  
Boston, MA 02215

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2 Charlesgate West  
Boston, MA 02215



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Boston, MA 02215

Effective:

**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

- (C) To signify **changed** condition or regulation.
- (D) To signify **deleted** or **discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer's bill.
- (M) To signify that material has been **moved** from another Tariff location.
- (N) To signify a **new** rate, regulation condition or Sheet.
- (R) To signify a change resulting in a **reduction** to a Customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

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Issued:

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2 Charlesgate West  
Boston, MA 02215

Effective:

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**TARIFF FORMAT**

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially. However, occasionally, when a new Sheet is added between Sheets already in effect, a decimal is added. For example, a new Sheet added between Sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each Sheet. These numbers are used to determine the most current Sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current Sheet number on file with the Commission is not always the Sheet in effect. Consult the Check Sheet for the Sheet currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a) I.
  - 2.1.1.A.1.(a) I.(i).
  - 2.1.1.A.1.(a) I.(i) (1).
- D. Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the Sheets contained in the Tariff with a cross-reference to the current revision number. When new Sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this Sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Sheets). The Tariff user should refer to the latest Check Sheet to find if a particular Sheet is the most current on file with the Commission.

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Issued:

Effective:

Pamela Hesse, Assistant Vice President, Finance / Controller  
Trans National Communications International, Inc.  
2 Charlesgate West  
Boston, MA 02215

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**APPLICATION OF TARIFF**

- A. This Tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of specialized combined local exchange Services offered by Trans National Communications International, Inc. ("Company") to Customers in the State of South Dakota, subject to availability of Facilities
- B. Company has been granted authority to provide competitive Local Exchange Service in the area served by QWEST Communications, Inc.
- C. The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company. Company will offer any information or other unregulated service in accordance with Company's current price list or contract, whichever applies to the particular Customer.
- D. Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- E. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- F. This Tariff will be maintained and made available for inspection by any Customer at Company's principal business office at Trans National Communications International, Inc., 2 Charlesgate West, Boston, Massachusetts 02215.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

Certain terms used generally throughout this Tariff are defined in this section. Other terms having reference only to a specific Service offered by the Company may be defined in the sections applicable to that Service.

**Access Line:** A circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.

**Applicant:** The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to the Company for Services provided as set forth in this Tariff.

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service.

**Basic Local Exchange Service:** Service that includes the following:

- \* Single-party Service;
- \* Voice grade access to the public switched network;
- \* Support for local use;
- \* Dual tone multifrequency signaling (touch-tone);
- \* Access to emergency Services (E911);
- \* Access to operator Services;
- \* Access to Interexchange Services;
- \* Access to directory assistance; and
- \* Toll limitation Services.

**Business Customer:** A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued**

**Business Service:** Service will be classified as Business Service if:

The Service is used primarily or substantially for a paid commercial, professional or institutional activity; or

- A. The Service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- B. The Service number is listed as the principal or only number for a business in any telecommunications directory; or
- C. The Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided.

**Called Station:** The terminating point of a call (i.e., the called number).

**Carrier:** An entity certified by the Commission to provide telecommunications Services within the state of South Dakota. Companies providing telecommunications Services but for which certification is not required by Commission are also included in this definition.

**Central Office:** A switching unit, in one location of a telecommunications system providing Service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines. More than one Central Office may be located in the same building.

**Channel:** A communications path between two or more points of termination.

**Class of Service:** The term used in describing Exchange Service with respect to the character of use to be made of such Service. The Company furnishes one class of Service: Business. The classification of a Customer's Service as Business is determined by these regulations, which define the character of use for rate purposes.

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Effective:

## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

**Commission:** Public Utilities Commission of South Dakota.

**Company:** Trans National Communications International, Inc. ("TNCI")

**Customer:** The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which contracts for telephone Service and is responsible for the payment of charges and compliance with the rules and regulations of the Company.

**Customer Premises:** A location(s) designated by the Customer for the purposes of connecting to Company's Services.

**Directory Listing:** The publication in alphabetical directory published by an incumbent LEC of information relative to a subscriber's telephone number, by which telephone Users are enabled to ascertain the telephone number of a desired telephone.

**Disconnect or Disconnection:** The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

**End User:** Any person, firm, corporation, partnership or other entity that uses the Services of the Company under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer.

**Exchange:** A basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more Central Offices together with the associated plant used in furnishing communication Service in that area.

**Exchange Area:** The territory included within the boundaries of an Exchange, as shown on maps on file with the Commission.

**Facility or Facilities:** Includes, in the aggregate or otherwise, but is not limited to, the following: Channels, Lines, Apparatus, Devices, Equipment, Accessories, Communications paths and Systems, which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued**

**Force Majeure:** Causes beyond Company's control, including but not limited to: acts of God, fire, flood explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection, riots, wars, unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, fraudulent acts of a third party, or other labor difficulties.

**Grade of Service:** The term used in describing Exchange Service with respect to the number of Customers which may be connected to a line.

**Holidays:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

**Installation Charges:** Charges, which are assessed on a non-recurring basis at the establishment of a Service. The terms "Installation Charges" and "non-recurring charges" are used interchangeably within this Tariff to refer to non-variable charges.

**Interexchange:** Telephone calls, traffic, Facilities or other items that originate in one Exchange and terminate in another.

**InterLATA:** A term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

**IntraLATA:** A term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.

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Effective:

**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued**

**Joint User:** An individual, partnership, association or corporation sharing a Customer's Exchange Service according to the provisions of this Tariff for such shared use.

**LATA (Local Access and Transport Area):** A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192 or any other geographical area designated as a LATA in the National Exchange Carrier Association, Inc. tariff F.C.C. No. 4 or its successor tariffs.

**Local Calling Area:** One or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.

**Local Exchange Carrier:** A company that furnishes Local Exchange telecommunications Service.

**Local Exchange Service:** The furnishing of telecommunications Service to individual Business Customers within a specified geographical area for Basic Local Exchange Service.

**Local Exchange Service Area:** The area within which a Customer may make calls without payment of message toll charges. A Local Exchange Service Area may include one or more Exchange Areas of the Company or of other telephone companies.

**PBX Trunk:** A class of Exchange Service used when connecting switching equipment located at the Customer's Premises to the Central Office.

**Premises:** The building, or portion or portions of a building, occupied at one time by a Customer either as a residence or for business use.

**Residence Location:** A place in which a person actually lives continuously and which is considered to be the person's home.

**Residential Customer:** A Residential Customer is a person to whom telecommunications Services are furnished by the Company predominantly for personal or domestic purposes at the person's dwelling. **Please note that the Company does not provide residential service.**

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued**

**Residential Service: (Not Provided by TNCI)** Service will be classified as Residential Service if none of the conditions of Business Service preceding apply, and:

- A. The use of the Service is primarily and substantially of a social or domestic nature, and
- B. Service is located in a residence or, in the case of a combined business and residence Premises, the Service is located in a bona fide residential quarters of such Premises while Business Service is located in the business quarters of the same Premises.

**Service(s):** The intrastate telecommunications services that Company offers as set forth in this Tariff.

**Station:** Telephone equipment from or to which calls are placed.

**Telecommunications Relay Service (TRS):** Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

**Trunk:** A communications path connecting two switching systems in a network used in the establishment of an end-to-end connection.

**User:** A Customer or any other person authorized by the Customer to use Service provided under this Tariff.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1. UNDERTAKING OF THE COMPANY

#### 2.1.1. Scope

- A. The Company undertakes to furnish competitive Local Exchange communications Services within the State of South Dakota pursuant to the rates, terms and conditions set forth in this Tariff.
- B. Customers and Users may use Services and Facilities provided under this Tariff to obtain access to services offered by other service providers. The Company is responsible under this Tariff only for the Services and Facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- C. Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.
- D. Company does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.
- E. Company's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- F. Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this Tariff.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.2. Shortage of Equipment or Facilities**

- A. The Company reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by the Company, when necessary because of lack of Facilities, or due to some other causes beyond the Company's control.
- B. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the capacity of the Company's Facilities as well as Facilities the Company may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of the Company.
- C. Notwithstanding anything else in this Section 2.1.2, the quality of Service will meet or exceed the minimum standards set forth in Commission regulations as amended from time to time.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.3. Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day and is billed one-month in advance for services. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written Service orders, which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Tariff. Business Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relive the Customer of its obligation to pay any charges incurred under the Service order and this Tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service order shall survive such termination.
- D. Service may be terminated upon written notice to the Customer pursuant to the rules and regulations of the Commission, as set forth in Section 2.10 of this Tariff.
- E. This Tariff shall be interpreted and governed by the laws of the State of South Dakota regardless of its choice of laws provision.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.3. Terms and Conditions, Continued**

- F. No other telecommunications provider may interfere with the right of any person or entity to obtain Service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any Services in order to have the right to obtain Service directly from the Company.
- G. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other Facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar Facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.4. Liability of the Company**

Because the Customer has exclusive control of its communications over the Services furnished by the Company, and because interruptions and errors incident to these Services are unavoidable, the Services the Company furnishes are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under this Tariff.

- A. Liability for Service Disruption - The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by act or omission, shall be limited to the proportionate charge (based on the rates then in effect) for the Service during the period of time in which the Service is affected. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment, or Facilities, or the acts or omissions or negligence of the Company's employees or agents.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.4. Liability of the Company, Continued**

- B. Indemnification - Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:
1. Circumstances Beyond the Company's Control - The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve the Company's employees.
  2. Acts of Other Entities - The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the Services the Company offers, or (b) for the acts or omissions of other Carriers or warehousemen.
  3. Acts of the Customer - The Company shall not be liable for any damages or losses due to the fault of negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises equipment purchased or leased from the Company by the Customer.

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Effective:

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.4. Liability of the Company, Continued****B. Indemnification, Continued**

4. Damage to Customer's Premises - The Company shall not be liable for any defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers, or supplying Carriers to the Company, shall be deemed to be agents or employees of the Company.
5. Liability for Acts of Other Carriers or Companies - The Company shall not be liable for any act or omission of any other company or companies supplying a portion of the Service, or for damages associated with Service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company Services.
6. Liability for Transmission Errors - The Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of the Company, (1) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of Service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.4. Liability of the Company, Continued****B. Indemnification, Continued**

7. Disconnection of Service - The Company shall not be liable for the Disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such Disconnection of Service complied with the applicable rules and regulations; or
8. Violations - The Company shall not be liable for violations of the obligations of the Customer under this Tariff; or
9. Interruption - The Company shall not be liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service; or
10. Loss, Destruction or Damage - The Company shall not be liable for any, loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or
11. Unlawful Acts - The Company shall not be liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.
12. Disclosure - The Company shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.4. Liability of the Company, Continued**

**B. Indemnification, Continued**

13. Fees - The Company shall not be liable for fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Section 2.5.2 (B) of this Tariff; or
14. Caller ID Blocking - The Company shall not be liable for any failures, errors malfunctions or omissions of Caller ID Blocking whether or not arising from or relating to any ordinary negligence or other conduct by Company; or
15. Unauthorized Use - The Company shall not be liable for any unauthorized use of the Service provided to Customer; or

- C. Limitations of Damages and of Period for Bringing Claims -** The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no even exceed sums actually paid to the Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one (1) year after the Service related to the claim is rendered.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.4. Liability of the Company, Continued**

- D. Service Installation and Operation - The Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of Service furnished by the Company at such locations. The Company reserves the right to require each Business Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.
- E. Connection to the Company's Network - The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's Service, that the signals emitted into the Company's network are of the proper mode, band-width, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's Service without liability.

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Effective:

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.4. Liability of the Company, Continued**

- F. Express and Implied Warranties - THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

- G. Errors in Billing - The liability of the Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the even that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- H. Provision of Service - the Company will not be liable for any refusals or failures to provide or delays in commencing Service to any Customer or for any failure to provide or maintain Service at any particular performance level.

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Effective:

**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.4. Liability of the Company, Continued****I. Emergency 911 Number Service**

With respect to emergency 911 Service:

1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suites or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service.
2. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.
3. Access to 911 Service will be maintained during temporary Disconnections for non-payment of a Customer's local Service

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.4. Liability of the Company, Continued**

- J. Directory Listings - In the absence of gross negligence or willful misconduct, Company has no liability for damages arising from errors, mistakes in or omissions of Directory Listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
1. Cost and Time - The Company's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to the Company and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings.
  2. Private and Semi-Private Listings - In conjunction with private and semi-private listing Services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.
  3. Non-Published Listings and Emergency Calls - When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such government authority. By subscribing to Service under this Tariff, the Customer acknowledges and agrees with the release of information under the provisions as described above.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.5. Service-Affecting Activities**

- A. The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or Facilities additions, removals or rearrangements and routine preventative maintenance.

**2.1.6. Provision of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, and attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change any equipment or facility at reasonable times, but shall not thereby alter the technical parameters of the Service provided the Customer.
- D. Equipment the Company provides or installs at the Customer premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or Facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF THE COMPANY, Continued****2.1.6. Provision of Equipment and Facilities, Continued**

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the Facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of Facilities offered under this Tariff and to the maintenance and operation of such Facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment.

**2.1.7. Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, Holidays, and/or night hours, additional charges may apply.

**2.1.8. Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of Facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where Facilities are not presently available, and there is no other requirement for the Facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its Services;

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF THE COMPANY, Continued**

**2.1.8. Special Construction, Continued**

- C. over a route other than that which the Company would normally utilize in the furnishing of its Services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent Facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

**2.1.9. Ownership of Facilities**

Title to all Facilities in accordance with this Tariff remains in the Company, its agents, contractors, or the underlying service provider.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.2. PROHIBITED USES****2.2.1. No Unlawful Purpose**

The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits

**2.2.2. Compliance Letter Required**

The Company may require Applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

**2.2.3. No Interference**

Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

**2.2.4. Assignment Provisions**

A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications Services. Such a transfer will be treated as a Disconnection of existing Service and installation of new Service, and non-recurring Installation Charges as stated in this Tariff will apply.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.2. PROHIBITED USES, Continued****2.2.5. Company Provided Equipment**

Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.

**2.2.6. Service Used for Compensation**

Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common Carrier. This provision does not prohibit an arrangement between the Customer and Authorized User to share the cost of Service.

**2.2.7. Service Used to Annoy or Harass**

Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

**2.2.8. Service Used for Impersonation or Lewd or Obscene Purposes**

Service shall not be used to impersonate another person with fraudulent or malicious intent. Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy, or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

**2.2.9. Service Used Without Payment**

The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.2. PROHIBITED USES, Continued****2.2.10. Rights and Titles Remain with Company**

Except as provided by law, Commission regulations or the Federal Communications Commission's regulations, the Customer obtains no property right or interest in the use of any specific type of Facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.

**2.2.11. Use of Resold Services from Other Providers**

Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's publicly available tariffs.

**2.2.12. Use for Solicitation by Recorded Messages**

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequited or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited in accordance with state and federal laws.

**2.2.13. Use for Clerical Services**

A Business Customer may extend Service capable of two-way communication to the location of another Business Customer for the purpose of performing clerical services, which include the answering and originating of telephone calls. All regulations governing use of Service and the charges normally associated with the equipment and Channels involved are applicable in accordance with state and federal laws.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.3. OBLIGATIONS OF THE CUSTOMER****2.3.1. Payment of Bills and Charges**

- A. The Customer shall be responsible for the payment of all applicable charges for Services rendered pursuant to this Tariff;
- B. The Customer is responsible for the payment of charges for visits by Company's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.
- C. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billing, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.
- D. A minimum charge of \$10.00 and a maximum charge of \$30.00 will be assessed for checks with insufficient funds or non-existing accounts. The Company may waive the bad check charge under appropriate circumstances.
- E. If the Customer chooses to place information services provider ("ISP") calls or receives calls via a non-Trans National Communications International, Inc. affiliated carrier, the Customer will be liable for all charges related to such calls; including without limitation, charges billed to the company or Customer by ISP or other carriers, and any applicable rebilling charge and charges for any service provided by the Company or its affiliates.

**2.3.2. Unauthorized Use**

The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.3. OBLIGATIONS OF THE CUSTOMER**

**2.3.3. Identification**

The Customer is responsible for verifying the name(s) of Authorized Users allowed to request and use the Customer's Service, upon Company request, and for establishing identity as often as is necessary during the course of a call to Company or when seeking credits from Company.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.4. Company-Provided Equipment and Facilities**

- A. Damage to Company Facilities or Equipment - The Customer shall be responsible for reimbursing the Company for damage to, or loss of, the Company's Facilities or equipment caused by the acts or omissions of the Customer; or the failure of the Customer to comply with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- B. Return of Equipment - Customer will return to Company within five (5) days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.

**2.3.5. Resources and Rights of Way**

- A. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Tariff.
- B. The Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Subsection (A) above. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided Facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service.

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Effective:

**SECTION 2 - RULES AND REGULATIONS, Continued****2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.5. Resources and Rights of Way, Continued**

- C. The Customer shall be responsible for making Company Facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.
- D. The Customer shall be responsible for providing, at no charge to the Company and as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company Facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises.

**2.3.6. Working Conditions**

- A. The Customer shall be responsible for providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company Facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- B. The Customer shall be responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's Facilities and equipment. The Customer may be required to install and maintain Company Facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

- 2.3.7. Compliance with Regulations** – The Customer is responsible for compliance with applicable regulations set forth in this Tariff.
- 2.3.8. Compliance with Law** – The Customer shall be responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company Facilities and equipment in any Customer Premises or the rights of way for which the Customer is responsible under this Tariff and granting or obtaining permission for the Company's agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the Facilities or equipment of the Company.
- 2.3.9. Liens or Encumbrances** – The Customer shall be responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or Facilities or Customer-Premises equipment leased by the Customer from the Company.

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Effective:

**SECTION 2 - RULES AND REGULATIONS, Continued****2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

**2.3.10. Relationship** – A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

**2.3.11. Claims** – With respect to any Service or Facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to the property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
- C. any claim for breach in the privacy or security of communications transmitted over Company's Facilities; or
- D. any and all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by the Company pursuant to this Tariff.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.12. Station Equipment**

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under the FCC's rules and all wiring must be installed and maintained in compliance with those regulations.
- B. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a Service temporarily if such action is reasonable under the circumstances.
- C. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for Service interruptions is not applicable.
- D. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and Facilities is compatible with such equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

- 2.3.13. Interconnection of Facilities** - Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of the Company used for furnishing Local Exchange Service and the Channels, facilities, or equipment of others may be provided at the Customer's expense. The Company's Services (as detailed in Section 3 of this Tariff) may be connected to the services or facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications Carriers that are applicable to such connections. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.
- 2.3.14. Inspections** - Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned Facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its Facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its Facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer equipment must meet.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. CUSTOMER EQUIPMENT AND CHANNELS - BUSINESS****2.4.1. General**

A User may transmit or receive information or signals via the Facilities of the Company. The Company's Services are designed primarily for the transmission of voice-grade or data telephonic signals, except as otherwise stated in this Tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic and data communication except as specifically stated in this Tariff.

**2.4.2. Station Equipment**

- A. Terminal equipment on the Business User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Business User. The Business User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Business Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and Facilities is compatible with such equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Business Customer's expense.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. CUSTOMER EQUIPMENT AND CHANNELS - BUSINESS, Continued****2.4.3. Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of the Company used for furnishing Communication Services and the Channels, Facilities, or equipment of others shall be provided at the Business Customer's expense.
- B. Communication Services may be connected to the Services or Facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications Carriers that are applicable to such connections.
- C. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff. All such terminal equipment shall comply with all applicable federal and state legal and regulatory requirements; and all User-provided wiring shall be installed and maintained in compliance with all such legal and regulatory requirements.
- D. Users may interconnect communications Facilities that are used in whole or in part for interstate communications to Services provided under this Tariff only to the extent that the User is an "End User" as defined below:

"End User" means any customer of an interstate or foreign telecommunications service that is not a Carrier except that a Carrier other than a telephone company shall be deemed to be an "End User" when such Carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "End User" if all resale transmissions offered by such reseller originate on the Premises of such reseller."

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. CUSTOMER EQUIPMENT AND CHANNELS - BUSINESS, Continued****2.4.4. Inspections**

- A. Upon suitable notification to the Business Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Business Customer is complying with the requirements set forth in this Tariff for the installation, operation, and maintenance of Customer-provided Facilities, equipment, and wiring in the connection of Customer-provided Facilities and equipment to Company-owned Facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its Facilities, equipment, and personnel. The Company will notify the Business Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Business Customer must take this corrective action and notify the Company of the action taken. If the Business Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its Facilities, equipment and personnel from harm.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. PAYMENT ARRANGEMENTS****2.5.1. Establishment of Service****A. Application for Service**

1. An Applicant for Service may be required by the Company in its sole discretion to sign an application form requesting the Company to furnish Facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Tariff. This application for Service, where required by the Company, together with the provisions of this Tariff, establishes the Contract between the Company and the Customer, which may not be assigned or transferred in any manner.
2. If Customer's Service has been terminated and the Customer wishes to reestablish Service, payment of all unpaid, undisputed charges, as well as a Deposit and Advance Payment for all connection charges, may be required prior to re-establishing Service.
3. The Company may refuse to establish Service if any of the following conditions exist:
  - (a) The Applicant has an outstanding amount due for similar Services and is unwilling to make acceptable arrangements with the Company for payment; or
  - (b) A condition exists which in the Company's judgment is unsafe or hazardous to the Applicant, the general population, or the Company's personnel or facilities; or
  - (c) Refusal by the Applicant to provide the Company with a Deposit when the Customer has failed to meet the credit criteria for waiver of Deposit requirements; or
  - (d) The Applicant is known to be in violation of the Company's Tariffs filed with the Commission; or

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.1. Establishment of Service, Continued**

A. Application for Service, Continued

3. The Company may refuse to establish, Continued

- (e) Failure of the Applicant to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Applicant and which have been specified by the Company as a condition for providing Service; or
- (f) Applicant falsifies his or her identity for the purpose of obtaining Service.
- (g) The Company may refuse to provide Service at an address where Service has been discontinued for non-payment of bills for any Service subject to this Tariff if it is determined that the non-payment Customer or real users of the Service still reside at the address.
- (h) The Service requested is not available.

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Effective:

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.1. Establishment of Service, Continued**

**B. Establishment of Credit**

1. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company may refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.
2. In order to assure the proper payment of all Customer-incurred charges for Service, the Company will require Applicants for Service and Customers to establish and maintain acceptable credit.
3. The establishment or re-establishment of credit by an Applicant or Customer will not relieve the Applicant or Customer from compliance with other responsibilities, including the payment of advance payments or bills, and in no way modifies the provisions concerning disconnection and termination of Service for failure to pay Customer-incurred charges for Service rendered by the Company.
4. The Company may refuse to furnish Service to an Applicant that has not paid charges for Service of the same classification previously furnished by any telephone company until, at the option of the Company, the Applicant pays any past due bill and/or makes deposit arrangements suitable to the Company.
5. If the verification of credit results in unsatisfactory credit information, the Applicant will be informed of the reason or reasons for denial of credit, after which the Company may refuse to provide or continue Service until the Customer provides a deposit, pursuant to Commission regulations.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. PAYMENT ARRANGEMENTS, Continued****2.5.1. Establishment of Service, Continued****B. Establishment of Credit, Continued**

6. An existing Customer may be required, at the Company's discretion, to reestablish credit by the payment of a cash deposit, pursuant to Commission regulations, when any of the following conditions occur:
  - (a) During the first twelve (12) months that a Customer receives Service, the Customer pays late three (3) times or has Service disconnected by the Company for nonpayment two (2) times; or
  - (b) After the first twelve (12) months that the Customer has received Service, the Customer has had Service disconnected two (2) times by the Company or the Company provides evidence that the Customer used a device or scheme to obtain Service without payment; or
  - (c) After the first twelve (12) months that a Business Customer has received Service, the Business Customer pays late at least three (3) times during any twelve (12) month period.
  - (d) At any time during the term of the agreement the customers exceeds the established credit limit.
7. Payment by a Customer of past-due bills will not, of itself, relieve the Customer from the obligation of establishing credit.
8. A Customer may be required to reestablish credit when the nature of Service furnished or the basis on which credit was established has significantly changed.
9. If a Customer fails to reestablish credit as required by the Company, Service may be disconnected no sooner than five (5) days after delivery, or eight (8) days after mailing, of written notice of intention to disconnect.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. PAYMENT ARRANGEMENTS, Continued****2.5.2. Payment for Service**

- A. Facilities and Service Charges - The Customer is responsible for the payment of all charges for Facilities and Services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons.
- B. Taxes - The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of the Company's Services. The Company shall not assess separately any fees or surcharges, other than government approved sales taxes, without seeking Commission approval.
- C. Changes in Service Requested - If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, Premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee shall be adjusted accordingly.

**2.5.3. Billing and Collection of Charges**

- A. Recurring charges are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer.
- B. Billing is payable upon receipt and past due twenty-one (21) days after issuance and posting of invoice.
- C. Where any undercharge in billing of a Customer is the result of a Company mistake, the Company will backbill in accordance with the Commission's regulations.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.2. Payment for Service**

- D. Return Check Charge - Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge of up to the maximum allowed by the Commission, or \$30.00 per check, whichever is greater.

**2.5.4. Advance Payments (Reserved for future use)**

**2.5.5. Deposits (Reserved for future use)**

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

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**SECTION 2 - RULES AND REGULATIONS, Continued**

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**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.6. Disputed Bills**

The Customer is responsible for notifying the Company in writing, within thirty (30) days of the date of mailing of the bill, of any charges in dispute and the specific basis of such dispute by the due date (Disputed Amounts).

In case of a billing dispute between Customer and Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, Customer may enter the following arrangement:

- A. First, Customer requests, and Company will comply with the request, an investigation and review of the disputed amount.
- B. The Customer pays the undisputed portion of the bill by the Due By Date shown on the bill or the Service will be subject to disconnection if Company has notified Customer by written notice of such delinquency and impending termination.
- C. If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to Commission for its investigation and decision.
- D. Company will not disconnect Customer's Service for nonpayment as long as Customer complies with this arrangement.
- E. Company will respond to the Commission's requests for information within ten (10) business days, or as otherwise specified by the Commission.
- F. The Commission will review the claim regarding the disputed amount, communicate the results of its review to Customer and Company, and require disbursement according to those results.
- G. **Customers may contact the Company for resolution of billing disputes by telephone to the Company's Customer Service Department at 800.800.8400, or in writing addressed to 2 Charlesgate West, Boston, MA 02215. Customer Service representatives are available to address inquiries twenty four (24) hours per day.**

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.6. Disputed Bills, Continued**

H. After the investigation and review are completed by Company as noted in subsection A. above, if Customer elects not to deposit the amount in dispute with Commission, such amount becomes due and payable at once. In order to avoid disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill.

I. The contact information for the Commission is as follows:

**South Dakota Public Utilities Commission**

Capitol Building, 1st floor  
500 East Capitol Avenue  
Pierre, South Dakota 57501-5070  
Telephone - 605-773-3201  
Toll-Free - 1-800-332-1782  
Internet - <http://www.state.sd.us/puc/>

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.7. Late Payment Charges**

- A. Bills not paid within twenty-one (21) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law. The late payment charge will be applied to all amounts previously billed under this Tariff, excluding one (1) month's local Service charge, but including arrears and unpaid late payment charges.
  - 1. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
  - 2. Late payment charges do not apply to final accounts.
- B. Collection procedures and the requirement for a Deposit or Advance Payment are not affected by the application of a late payment charge.

**2.5.8. Credit Limit**

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.6. INTERRUPTIONS OF SERVICE****2.6.1. General**

- A. The Company may temporarily interrupt Service when necessary to effect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, State or National emergency. Company shall establish procedures to be followed by its employees to prevent or mitigate interruption or impairment and provide prompt oral or written notification to affected Customers.
- B. It is the obligation of the Customer to notify the Company of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, is not within the Customer's control, and is not in wiring or equipment connected to the terminal of the Company.
- C. A credit allowance will not be given unless otherwise specified in this Tariff. A Service is interrupted when it becomes inoperative to the Customer, *e.g.*, the Customer is unable to transmit or receive because of a failure of a component furnished by the Company under this Tariff.
- D. If the Customer reports to the Company that a Service, facility or Circuit is inoperative but declines to release it for testing and repair, or refuses access to Customer Premises for test and repair by the Company or an agent of the Company, the Service, facility or Circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, facility or Circuit considered by the Company to be impaired.
- E. The Customer will be responsible for the payment of Service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited, to the Customer.
- F. Disconnection.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.6. INTERRUPTIONS OF SERVICE, Continued****2.6.2. Limitations of Allowances**

No credit allowance will be made for any interruption in Service:

- A. Due to the negligence of, willful act of, or noncompliance with the provisions of this Tariff by, the Customer; or
- B. Due to the malfunction of Customer-owned telephone equipment; or
- C. Due to a Force Majeure; or
- D. During any period in which the Company is not given full and free access to Company-provided facilities and equipment for the purposes of investigating and correcting interruptions; or
- E. During any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; or
- F. That occurs or continues due to the Customer's failure to authorize placement of any element of special construction; or
- G. That occurs when the Company, under the terms of the Contract for Service, suspends or terminates Services for nonpayment of charges; or
- H. For the unlawful or improper use of the facilities or Service.

**2.6.3. Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative Service used.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.6. INTERRUPTIONS OF SERVICE, Continued****2.6.4. Application of Credits for Interruptions in Service**

- A. Credits for interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, will in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Credit will be given only for that portion of the Customer's Service affected by the interruption.
- B. For calculating allowances, every month is considered to have thirty (30) days.

**2.6.5. Credit Allowance for Interruptions in Service**

If the interruption is for more than twenty four (24) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made upon request for the time such interruption continues after the fact is reported by the Customer or detected by the Company as follows:

- A. If the interruption is for twenty four (24) hours or less, no allowance will be made.
- B. If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth ( $1/30^{\text{th}}$ ) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.7. RESTORATION OF SERVICE**

- 2.7.1.** The use and restoration of Service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.
- 2.7.2.** At the Customer's request Service shall be restored when the causes of suspension or discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any proper Deposit, have been made as provided for in the Tariff; or as the Commission may order pending resolution of any bona fide dispute between the Company and the Customer or Applicant over the Disconnection.
- 2.7.3.** When a Customer's Service has been disconnected in accordance with this Tariff and the Service has been terminated through the completion of a Company Service order, Service will be restored only upon the basis of application for new Service.
- 2.7.4.** A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before Service is restored.
- 2.7.5.** Whenever Service has been discontinued for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.7.6.** Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.8. USE OF CUSTOMER'S SERVICE BY OTHERS**

Joint use arrangements will be permitted for all Services provided under this Tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the Service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue Service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the Service, each Joint User shall be responsible for the payment of the charges billed to it.

**2.9. CANCELLATION OF SERVICE BY CUSTOMER**

**2.9.1. Customer may cancel local Service by providing oral or written notice to Company thirty (30) days prior to cancellation.**

**2.9.2. Customer is responsible for usage charges while still connected to the Company's Service and for the payment of associated local Exchange company charges, if any, for Service charges.**

**2.9.3. Any cost of Company expenditures shall be borne by the Customer if:**

- A. The Customer orders Service requiring special Facilities dedicated to the Customer's use and then cancels the order before such Service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- C. If based on an order for Service and construction has either begun or has been completed, but no Service provided.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.10. CANCELLATION OF SERVICE BY COMPANY****2.10.1. Discontinuance Without Notice**

**Company reserves the right to immediately discontinue furnishing the Service to Customers without incurring liability:**

- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public or to employees of the Company; or**
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such Service; or**
- C. For unlawful use of the Service or use of the Service for unlawful purposes; or**
- D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction; or**
- E. In the event that the Facilities have been abandoned or are being used by unauthorized persons.**

**2.10.2. Discontinuance With Notice**

**Company may discontinue Service according to the following conditions upon seven (7) days written notice:**

- A. For violation of Company's filed tariffs; or**
- B. For the non-payment of any proper charge as provided by Company's Tariff, including one for the same Class Of Service furnished to the Applicant or Customer at the same or another location, or where the Applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another Applicant or Customer; or**

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.10. CANCELLATION OF SERVICE BY COMPANY, Continued****2.10.2. Discontinuance With Notice, Continued**

- C. For failure to make payment in accordance with the terms of a deferred payment agreement.
- D. When the Company has reason to believe that a Customer has used a device or scheme to obtain Service without payment and where the Company has so notified the Customer prior to disconnection; or
- E. Failure to meet or maintain the Company's credit requirements; or
- F. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's Services; or
- G. For Customer's breach of the contract for Service between the Company and Customer, including by not limited to unauthorized resale of equipment or Service.
- I. Please note that discontinuance will occur in accordance with and within the context of applicable state of South Dakota rules and regulations.
- J. Please further note that when a Customer's service has been disconnected in accordance with this tariff, service will be re-established only upon the basis of an application for new service.

**2.10.3. Payment Obligation up to Discontinuance of Service**

The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.11. NOTICES AND COMMUNICATIONS**

- 2.11.1.** The Customer will designate an address to which the Company will mail or deliver all notices and other communications. The Customer may also designate a separate address to which the Company's bills for Service will be mailed.
- 2.11.2.** The Company will designate on the bills an address to which the Customer will mail or deliver all notices and other communications. Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.
- 2.11.3.** All notices or other communications required to be given pursuant to this Tariff will be in writing, unless otherwise provided.
- 2.11.4.** The Company or the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.12. FULL FORCE AND EFFECT**

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

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**SECTION 3 – DESCRIPTION OF SERVICE****3.1. APPLICATION OF RATES AND CHARGES**

All Services offered in this Tariff are subject to Service order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling Services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business lines, DID Trunks, Digital/DS1, Integrated Services Digital Network and other advanced data Services.

**3.1.1. General**

A. The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

1. Nonrecurring Charges for installation of Facilities and Services;
2. Monthly Rates for availability and use of Facilities and Services; and
3. Usage or Transaction Charges (where applicable).

B. Services Offered

The following Network Services are available to Business Customers:

- Standard Business Line Service
- Direct Inward Dial (DID) Service
- Asymmetric Digital Subscriber Line (ADSL)
- Integrated Services Digital Network (ISDN)
- Basic Rate Interface
- Primary Rate Interface
- Optional Calling Features
- Listing Services (including Non Published and Non Listed Services)
- Directory Assistance
- Miscellaneous Services (including Vanity Numbers and Number Portability)

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**SECTION 3 – DESCRIPTION OF SERVICE, Continued****3.1. APPLICATION OF RATES AND CHARGES, Continued****3.1.2 Call Timing for Usage Sensitive Services**

Where charges for a Service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each Service. All calls, which are fractions of a measurement increment, are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local Carrier and any intermediate Carrier(s).
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating Carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

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**SECTION 3 – DESCRIPTION OF SERVICES, Continued****3.1. APPLICATION OF LOCAL EXCHANGE RATES, Continued****3.1.3. Rate Periods for Time of Day Sensitive Services**

- A. For time of day usage sensitive Services, the following rate periods apply unless otherwise specified in this Tariff.

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD					EVE	
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

\* Up to but not including.

- B. Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.
- C. For Services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling Station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

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**SECTION 3 – DESCRIPTION OF SERVICES, Continued****3.1. APPLICATION OF LOCAL EXCHANGE RATES, Continued****3.1.4. Calculation of Distance for Distance Sensitive Services**

Where charges for a Service are specified based upon distance, the following rules apply:

- A. Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an Access Line on the Company's network (such as a dedicated 800 or WATS Access Line), the Company will apply the rate center of the Customer's main billing telephone number.
- B. The airline mileage between any two rate centers is determined as follows:
- Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
- Step 2: Computer the difference between he "V" coordinate of the two rate centers; and the difference between the two "H" coordinates.
- Step 3: Square each difference obtained in Step 2, above.
- Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in Step 3 above.
- Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

- C. The formula for airline distance calculations is:

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued**

**3.1. APPLICATION OF LOCAL EXCHANGE RATES, Continued**

**3.1.5. Service Connection and Maintenance Charges**

**A. Service Connection Charges**

1. Service Connection Charges are nonrecurring charges for establishing or modifying Services. Unless specifically exempted in this or other Sections of this Tariff, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.
2. Charges for installation or rearrangement of Service are billed on the next month's bill immediately following work performed by the Company.
3. The charges specified in this Tariff reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.
4. Customer requests for expedited Services that require installations on a date that is sooner normally offered may result in an increase in applicable Service Connection Charges.
5. Customers that request service connection to be performed outside of normal business hours shall also incur an additional Service Connection Charge (excluding the Service Ordering Charge) as well as additional costs attendant to the request.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued**

**3.1. APPLICATION OF LOCAL EXCHANGE RATES, Continued**

**3.1.5. Service Connection and Maintenance Charges, Continued**

**B. Maintenance Visit Charges**

1. Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's Premises to perform work necessary for installing new Service, effecting changes in Service, or resolving troubles reported by the Customer, when the trouble is found to be caused by the Customer's facilities.
2. Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company Facilities, but the trouble is later determined to be in those Facilities.
3. The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched to the Customer Premises and end when work is completed. The rates for Maintenance of Service vary by time spent per Customer request.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.2. EXCHANGE SERVICES****3.2.1. Local Service Area**

- A. Company's local Exchange Services are furnished for telecommunications originating in the service areas of the underlying incumbent local exchange carrier, Bellsouth.

**3.2.2 Basic Local Exchange Service**

- A. Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications Channel, which can be used to place or receive one call at a time. Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other Station equipment. An optional per-line Hunting feature is available for multi-line Customers, which routes a call to the next idle line in a prearranged group when the called line is busy. Local Exchange Service lines and Trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the Service plan selected by the Customer. Not all Service plans will be available in all areas.
- B. Local Exchange Services provide a Customer connection to Company's network, enabling the Customer, among other things, to:
1. Originate communications to other points on Company's network;
  2. Receive communications from other points on Company's network;
  3. Access Company's Services as set forth in this and other Company tariffs;
  4. Access local, interexchange and international telecommunications services provided by other authorized Carriers and the customers of such Carriers to the extent such Carriers are interconnected with Company's network;

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.2. EXCHANGE SERVICES, Continued****3.2.2 Basic Local Exchange Service, Continued**

5. Access Company's business office for Service-related assistance;
  6. Access 911 or E911 services, where available, operator services, directory assistance, and telecommunications relay services;
  7. Access Operator-Assisted Calling Services; and
  8. Access Directory Assistance.
- C. Local Exchange Services may not be available to originate calls to other telephone companies' caller-paid information services (e.g., NPA 900-NXX, 976-NXX, etc.). Calls to those numbers and other numbers used for caller-paid information services may be blocked by Company's Facilities.
- D. Local Exchange Customers receive one listing per assigned telephone number in the local White Pages Directory and receive a copy of the White Pages Directory at no additional charge.
- E. The Standard Business Line is restricted to voice only traffic. Internet usage is not permitted.

**3.2.3. Asymmetric Digital Subscriber Line Service**

The Company offers Asymmetric Digital Subscriber Line Service ("Service") to consumers in certain geographic coverage areas where the provisioning of ADSL is technically feasible to the consumer's premises. The Company's ADSL Service requires that an additional telephone line be installed at the consumer's premises, charges for which the Company shall assess on the consumer's account in addition to the monthly recurring charge for the ADSL Service.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.2. EXCHANGE SERVICES, Continued****3.2.4. Direct Inward Dialing (DID) Service**

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific Station without the assistance of an attendant. DID calls are routed directly to the Station associated with the called number. DID Service as offered by the Company provide the necessary Trunks, telephone numbers, and out-pulsing of digits to enables DID Service at a Customer's location.

**3.3. OPTIONAL CALLING FEATURES**

**3.3.1. General** - The features listed in Section 3.2.2 are offered by the Company to Business Customers.

**3.3.2. Descriptions of Features**

- A. Call Forwarding Don't Answer – Basic: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the Service order.
- B. Call Forwarding Busy Line – Basic: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user Service order.
- C. Call Waiting – Basic: Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.3 OPTIONAL CALLING FEATURES, Continued****3.3.2 Descriptions of Features, Continued**

D. Call Waiting – Deluxe: Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

1. Answer the waiting call and placing the first party on hold;
2. Answer the waiting call and disconnecting from the first party;
3. Direct the waiting caller to hold via a recording
4. Forward the waiting caller to another location (e.g., voice mailbox or telephone answering Service)

Full utilization of Call Waiting Deluxe requires specialized Customer Provided Equipment, which is not provided by the Company. It is the responsibility of the Customer to provide the necessary equipment. The end-user must have either Caller ID Basic or Caller ID Deluxe for display of calling party identification information for waiting calls. The End-User must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location.

E. Caller ID – Basic: Permits the End-User to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on specialized Customer Provided Equipment. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary equipment.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.3 OPTIONAL CALLING FEATURES, CONTINUED****3.3.2 Descriptions of Features, Continued**

- F. Caller ID – Deluxe: Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on specialized Customer Provided Equipment. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary equipment. In some situations, the calling party's city and state may be displayed, rather than a Directory Name, depending on available call data.
- G. Anonymous Call Rejection: Permits the end-user to automatically reject incoming calls when the call originates from a telephone number that has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection either is offered either as a stand-alone feature or as an add-on to Caller ID Deluxe.
- H. Call Block: Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- I. Call Return: Allows the Customer to return a call to the last incoming call, whether answered or not. Upon activation, it will redial the number automatically, and continue to check the number every 45 seconds for up to 30 minutes, if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.3 OPTIONAL CALLING FEATURES, Continued****3.3.2 Descriptions of Features, Continued**

- J. Call Selector: Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.
- K. Call Tracing: Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing Trunk number or terminating number, and the time and date, are generated for every call to the specified telephone number, which can then be identified.
- L. Calling Number Delivery Blocking: Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an Exchange Service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID Customer Provided Equipment or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.
- M. Message Waiting Indication: Provides the end-user with an audible (stutter dial tone) or visual (lamp or other Customer Provided Equipment display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized Customer Provided Equipment. It is the responsibility of the Customer to provide the necessary equipment.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.3. OPTIONAL CALLING FEATURES, Continued****3.3.2. Descriptions of Features, Continued**

- N. Multiple Directory Number Distinctive Ringing: This feature allows an End User to determine the source of an incoming call by a distinctive ring. The End User may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing – First Number and Distinctive Ringing – Second Number). The designated primary number will receive a normal ringing pattern. Other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
- O. Speed Calling: Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.
- P. Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.4. OPERATOR SERVICES AND DIRECTORY ASSISTANCE****3.4.1. Operator Assistance Service**

A Customer may obtain the assistance of an operator to complete calls in the following manner. The following surcharges will be applied on a per call basis.

- A. *Third Number Billing* provides the Customer with the capability to charge a call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.
- B. *Collect Calls* provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
- C. *Person to Person* provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station and person specified by the caller. The call may be billed to the called party.
- D. *Station to Station* provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station. The call may be billed to the called party.
- E. *Busy Line Verification* provides the Customer with the option to request operator verification of whether a specific line is busy or inoperative.
- F. *Line Service Interrupt* provides the Customer with the option to request operator interruption of a line that is in use, primarily for emergency situations.
- G. *General Assistance* provides the Customer with the option to request general information from the operator, such as dialing instructions, county or city codes, area code information and Company Customer Service 800 telephone numbers, but does not request the operator to complete the call.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued**

**3.4. OPERATOR SERVICES AND DIRECTORY ASSISTANCE, Continued**

**3.4.2. Directory Assistance**

- A. Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.
- B. A Directory Assistance charge applies per local directory assistance call, regardless of whether the Directory Assistance operator is able to supply the requested number.
- C. Directly dialed calls to directory assistance are exempt from rates and regulations when placed from:
  - 1. Single-line telephone Exchange line of a handicapped user. Any line may be registered for exemption with the Carrier in those instances where one of the users of the line is considered to be legally blind, or visually or physically handicapped as defined by the Federal Register, Vol. 35 # 126. Where a user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0", those calls placed from the registered line, and not directly dialed, will also be exempt;

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.5. DIRECTORY SERVICES**

For each Customer of Company-provided Local Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the White Pages Director(ies) published by the dominant Local Exchange Carrier (ILEC) in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge. The Customer's White Pages Directory Listing may be subject to other requirements imposed by the ILEC publishing the telephone directory and are subject to the limitations of liability set forth in Section 2.1.4 of this Tariff.

**3.5.1. Regulations**

- A. The Company shall provide for a single White Pages Directory Listing, termed the "primary listing," in the local White Pages telephone directory published by the Incumbent Local Exchange Carrier (ILEC) in the Customer's Exchange Area. The primary listing will be the telephone number that is designated as the Customer's main billing number. White Pages Directory Listings of additional Customer telephone numbers associated with the Customer's Service will be provided for a monthly recurring charge per listing.
- B. The Company reserves the right to limit the length of any White Pages Directory Listing by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one (1) line is required to properly list the Customer, additional charges will not apply.
- C. The Company may refuse a White Pages Directory Listing which is known not to constitute a legally authorized or adopted name, where obscenities or offensive material appear in the listing, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.5. DIRECTORY SERVICES, Continued****3.5.1. Regulations, Continued**

- D. Each White Pages Directory Listing must be designated as "Government", "Business" so that it can be placed in the appropriate section of the White Pages Directory. In order to aid the user of the White Pages Directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business section. The Company, upon notification to the Customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.
- E. In order for listings to appear in an upcoming White Pages Directory, the Customer must furnish the listing to the Company in time to meet the directory-publishing schedule.

**3.5.2. Descriptions of Directory Listings**

White Pages Directory Listings are provided in connection with each Customer Service as specified herein.

**A. Primary Listing**

A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. A primary White Pages Directory Listing is provided in connection with local exchange Service at no additional charge.

**B. Additional Listings**

In connection with Business Service, additional listings are available to be printed in the White Pages Directory in the names of Authorized Users of the Customer's Service, as defined herein. Rates for additional listings are specified in this Tariff.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.5. DIRECTORY SERVICES, Continued****3.5.2. Descriptions of Directory Listings, Continued****C. Non-published Listings**

Listings that are not printed in the White Pages Directory are referred to as Non-published Listings. These types of listings are not available from Directory Assistance and are omitted or deleted from Directory Assistance records. Non-published Listing Service will be furnished, at the Customer's request, subject to the provisions of and charges in this Tariff.

**D. Non-listed Service**

Non-listed Service will be furnished at the Customer's request, providing for the omission of the Customer's listing from the White Pages Directory. Such listings will be maintained in the Directory Assistance database and other records and will be provided upon request to callers of Directory Assistance. Charges for Non-listed Service are specified in this Tariff.

**E. Dual Name Listings**

In the case of a residence, where two persons sharing the same surname and residing at the same address, or for a person known by two first names may be listed in the directory with a surname, two first names, address and telephone number. In the case of a business enterprise, the name of the business or of a member, officer, employee, or representative thereof, or the name of another business that the Customer owns, controls, or represents may be listed along with the address and telephone number.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued**

**3.6. CALLING PARTY NUMBER BLOCKING**

**3.6.1 Per Call Blocking**

The company will not provide per-line blocking

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.7. SERVICE PROVIDER OPTIONS****3.7.1. No Primary Interexchange Carrier (PIC) Option**

Customers have the option of not selecting a toll provider as primary Carrier for intraLATA and/or interLATA toll traffic, thus requiring the Customer to use an access code to obtain toll providers' Services (i.e., 1010-XXX).

**3.7.2. Two PIC Option**

Customers will be able to select one toll provider for intraLATA toll calls and, if so desired, the same or another toll provider for interLATA toll calls.

**3.7.3. Preferred Carrier Freeze (PCF)**

The Company offers a free Service called Preferred Carrier Freeze. This Service is available to all Customers. PCF allows Customers to designate their local long distance (intraLATA) provider, long distance (interLATA) provider, and a local exchange Service provider, as permanent choices, which may not be changed absent further authorization from the Customer. The Company will send a letter to each Customer upon initiation or transfer of Service, which informs the Customer of the option to freeze his/her intraLATA, interLATA and local Service provider choice(s). At the time a Customer contacts the Company to establish a freeze, a representative will advise him/her on how to facilitate a change of provider(s) on a frozen account.

**3.7.4. Carrier Change Charge**

After the initial 30-day period, or at any time after an initial Carrier selection has been made, any Carrier selection or change is subject to a Non-Recurring Charge, per change, per line.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.8. MISCELLANEOUS SERVICES****3.8.1. Main Number Retention**

Main Number Retention is an optional feature by which a Customer, who was formally a customer of another certified Local Exchange Carrier at the same Premises location, may retain its main telephone numbers and main fax numbers for use with the Company- provided Exchange Services. Main Number Retention Service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former Local Exchange Carrier.

**3.8.2. Vanity Number Service**

This Service provides for the reservation of special or unique telephone number and fax number for use with the Company-provided Exchange Services.

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**SECTION 4 – RATES****4.1. SERVICE CONNECTION AND MAINTENANCE CHARGES****4.1.1. Service Order and Change Charges**

Non-recurring charges may apply to processing Service Orders for new Business Service, and for changes in Business Service. Please note that the prices in this section are used for example only. Once a local certificate is obtained TNCI will negotiate pricing from the underlying provider and as such those rates may be different from the rates detailed throughout this informational tariff.

<b>Line Connection Charge</b>	<b>Service Charge</b>
First Line	\$48.17
Each Additional Line	\$24.81
Change Fee, Per Order	\$ 3.50

**4.1.2. Restoration of Service Charge**

A non-recurring charge may be assessed in instances where consumers request service restoration.

<b>Restoration of Service Charge</b>	<b>Service Charge</b>
Per restoration – Switched Services	\$ 25.00
Per restoration – Dedicated Services	\$100.00

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**SECTION 4 – RATES, Continued****4.2. EXCHANGE SERVICES RATES AND CHARGES****4.2.1. Standard Business Local Exchange Service Rates****A. Standard Business Local Exchange Service Monthly Recurring Charges.**

The following charge applies to Standard Business Local Exchange Service lines per month. Rates and charge includes Touch-tone Service for each line. The rate below applies to Service provided on a month-to-month basis.

	<b>Service Charge</b>
Per line, per month	\$21.00

**B. Other Monthly Recurring Charges****1. End-User Common Line (EUCL) Recovery Charge**

The following charge applies to recovery of End User Common Lines charges billed to the Company by the Incumbent LEC.

	<b>Service Charge</b>
Single Line Customer, Per Line	\$6.99
Multi-line Customer, Per Line	\$6.99

2. The following geographic charges may apply to Standard Business Local Exchange Service lines on a per month basis, determined by the geographic location of the consumer within the coverage area. Please note, at the time service is requested, the customer will be advised of the appropriate geographic charge.

	<b>Service Charge</b>
Local Line Charge	\$18.00
Suburban Surcharge	\$ 7.00
Rural Surcharge	\$28.00

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**SECTION 4 – RATES, Continued****4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued****4.2.2. Digital Subscriber Line Service****A. Business Digital Subscriber Line Service**

The Company offers Asymmetric Digital Subscriber Line (“ADSL”) Service to consumers in certain geographic coverage areas where the provisioning of ADSL is technically feasible to the consumer’s premises. The Company’s ADSL Service requires that an additional telephone line be installed at the consumer’s premises, charges for which the Company shall assess on the consumer’s account in addition to the monthly recurring charge for the ADSL Service.

Bandwidth (Download/Upload)*	Monthly Charge	Non-Recurring Charge	Equipment Charge
1.5 Mbps/384 Kbps	\$49.99	\$175.00	\$149.00
1.5 Mbps/768 Kbps	\$62.99	\$175.00	\$149.00
3.0 Mbps/384 Kbps	\$74.99	\$175.00	\$149.00
6.0 Mbps/768 Kbps	\$83.99	\$175.00	\$149.00
<ul style="list-style-type: none"> <li>* One Year Minimum Commitment Required</li> <li>** Rebate Available for Install Fee (Includes Professional On-Site Installation)</li> <li>*** Equipment Purchase Charge May be Waived – Please Inquire with Your Agent Manager</li> <li>+ Each port is Provisioned with one Fixed WAN IP Address- Additional IP Addresses are Available</li> </ul>			

**4.2.3. Reserved for future use**

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**SECTION 4 – RATES, Continued****4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued****4.2.4. Optional Calling Features**

- A. The Company plans to offer the following optional calling features for use in conjunction with its business local exchange service. The optional calling features are available individually at the below-noted monthly recurring charges or as a service package as described at 4.2.4.B.

**Monthly Service Charge**

Caller ID	\$2.50
Caller ID Deluxe	\$3.00
Enhanced Caller ID	\$3.00
Call Waiting	\$2.50
Call Forwarding	\$2.50
Call Forwarding/Don't Answer	\$2.50
Call Forwarding/Busy Line	\$2.50
Remote Access to Call Forwarding	\$2.50
Three-Way Calling	\$2.50
Line Hunting	\$2.50
Speed Calling 8	\$2.50
Ring Master	\$3.00
Call Return/*69	\$3.50
Call Trace	\$4.00
Speed Calling 30	\$4.00
Anonymous Call Rejection	\$4.00
Repeat Dialing	\$4.00
Non-Published Service	\$2.00
Non-Listed Service	\$1.50
Additional Listing	\$2.00

- B. The Company offers the foregoing optional calling features for use in conjunction with its business local exchange service on an unlimited basis.

**Monthly Service Charge**

\$ 4.99

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**SECTION 4 – RATES, Continued****4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued****4.2.4. Optional Calling Features**

The features in this section are made available on an individual basis. All features are provided subject to availability. Certain features may not be available with all Classes of Service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all uses in some cases.

**A. Features Offered on a Usage Sensitive Basis**

The following features are available to all local Exchange Business line Customers where Facilities and Services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

<b>Optional Calling Features</b>	<b>Business</b>
Call Return	\$0.54
Call Trace, Per Activation	\$0.00
*69 Per Activation	\$0.50

Denial of per call activation for Call Return and Call Trace from any line or Trunk is available to Customers upon request at no additional charge.

Busy redial per activation	\$0.50
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**SECTION 4 – RATES, Continued****4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued****4.2.5. INTEGRATED SERVICES DIGITAL NETWORK BASIC RATE INTERFACE**

- A. The Company offers local and long distance Integrated Services Digital Network, Basic Rate Interface (ISDN BRI) Services to Business consumers in certain geographic coverage areas where the provisioning of ISDN BRI is technically feasible.

	<b>Service Charge</b>
Per line, per month	\$200.00
Per line, additional	\$200.00
Installation Charge	\$240.00

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**SECTION 4 – RATES, Continued****4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued****4.2.6. Resold Centrex Service**

The Company's resold Centrex service allows customer access to a feature rich product traditionally available only to large users. There is also the option of combining products on a single bill, and a choice of term plans. There is a monthly recurring charge, as well as a usage-based charge.

**A. Line Rates**

<u>Term Plan</u>	<u>Monthly Recurring Charge</u>	<u>Per Call Charge</u>
Month to Month	\$70.00	\$.20
One Year	\$62.50	\$.20
Two Year	\$60.50	\$.20
Three Year	\$59.90	\$.20

**B. Feature Package**

The Feature package allows the customer to select any combination of all of the following features for a single monthly recurring charge, rather than subscribing to these features separately:

Call Pick Up	Call Forward – Variable
Call Transfer	Three Way Conference Calling
Call Hold	Call Waiting
Speed Dial	

**C. Rates**

Non Recurring Charge	\$20.00
Monthly Recurring Charge	\$11.00

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**SECTION 4 – RATES, Continued****4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued****4.2.7. Direct Inward Dialing (DID) Service Rates**

The following charges apply to Customers subscribing to DID Service provided by the Company. The Customer will be charged for the number of DID numbers utilized out of the available 100 numbers.

	<b>Installation</b>	<b>Monthly Recurring</b>
Establish Trunk Group and Provide 1st Block of 100 DID Numbers	\$0.00	\$10.00
Each Additional Block of 20 DID Numbers	\$0.00	\$1.00
DID Trunk Termination	\$13.82	\$31.52

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**SECTION 4 – RATES, Continued****4.3. DIRECTORY LISTINGS AND ASSISTANCE SERVICES****4.3.1. DIRECTORY LISTINGS**

A. Directory listing will be provided in accordance with Section 1.6 of this tariff. The following types of listings are available:

- (i) Primary Listing. A primary listing contains the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge;
- (ii) Additional Listings. Additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein;
- (iii) Non-Published Listings. Nonpublished listings are not printed in directories nor are they available from directory assistance.
- (iv) Non-Listed Numbers. Non-listed numbers are those which provide for the omission or deletion of the Customer's listing from the telephone directory. Such listing are available from directory assistance;
- (v) Foreign Listing. A foreign listing is one which is published in a directory not in the Customer's immediate calling area;
- (vi) Extra Line Listings. Provides additional information after a main or additional listings; and
- (vii) Cross Reference Listing. This provides a reference to another listing in the same directory.

B. Rates

The primary listing is provided as part of the monthly recurring charge. The foregoing additional listings are \$5.00 each per month.

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**SECTION 4 – RATES, Continued****4.3. DIRECTORY LISTINGS AND ASSISTANCE SERVICES, Continued****4.3.2. OPERATOR SERVICES**

A. The Customer has the option of contacting the incumbent local exchange company operator for general information, such as dialing instructions, country or city code information and Customer Service 800 numbers. The Customer may obtain the assistance of an incumbent local exchange operator to complete local exchange telephone calls in the following manner:

- (i) Third Party Billing. Provides the Customer with the ability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator;
- (ii) Collect Calls. Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator;
- (iii) Calling Cards. Provides the Customer with the capability of placing a call using a credit card of an Interexchange carrier with or without the assistance of an operator;
- (iv) Person to Person. Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party; and
- (v) Station to Station. Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

B. The following rates apply to the foregoing services:

<b>Operator Services</b>	<b>Service Charge</b>
Automated Calling Card Station to Station	\$1.00
Customer Dialed - Operator Assisted	\$1.70
Calling Card - Station-to-Station	\$1.70
Operator Handled - Collect Calls	\$2.50
Operator Handled - Station-to-Station	\$2.50
Operator Handled - Person-to-Person	\$4.80
Operator Handled - Third Number Billed	\$2.50

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**SECTION 4 – RATES, Continued****4.4. INTRALATA PRESUBSCRIPTION**

- A. IntraLATA presubscription is a procedure whereby a subscriber designates to the Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are directed to the designated carrier, without the need to use carrier access codes or additional dialing. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA carrier on a per call basis.
- B. IntraLATA Presubscription Offerings:
- (i) Option A: Subscriber may select the Company as the presubscribed carrier for intraLATA toll calls subject to presubscription;
  - (ii) Option B: Subscriber may select his/her interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;
  - (iii) Option C: Subscriber may select a carrier other than the Company for the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription; or
  - (iv) Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.
- C. Rules and Regulations
- (i) Subscribers will retain their current dialing arrangements until they request that their dialing arrangements be changed.
  - (ii) Subscribers may select either Options A, B, C or D for intraLATA presubscription.
  - (iii) Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in 4.4.1.D.

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**SECTION 4 – RATES, Continued****4.4. INTRALATA PRESUBSCRIPTION, Continued**

- D. New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with the Company. The Company will process the subscriber's order for intraLATA service. The selected carrier(s) will confirm their respective subscriber's verbal selection by third-party verification or return written confirmation notices. All new subscribers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

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**SECTION 5 – PROMOTIONS, CONTRACT RATES AND INDIVIDUAL CASE BASIS AGREEMENTS**

**5.1. Promotions (Reserved for future use)**

**5.2. Contract Rates and Individual Case Basis Agreements (Reserved for future use)**

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**SECTION 6 – ADVANCED SERVICES**

**6.1. Advanced Services (Reserved for future use)**

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**SECTION 7 – MISCELLANEOUS**

**7.1. Miscellaneous (Reserved for future use)**

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#### Exhibit M

TNCI intends to market its services to commercial consumers within the state of South Dakota. Applicant will market its services through direct sales by employees and agents, each of whom will have relevant knowledge, skills and abilities related to the offered telecommunications products. Applicant does not presently intend to engage in multi-level marketing. Further, accurate representations of TNCI's marketing materials are attached as part of this exhibit pursuant to ARSD 20:10:32:03 (15).



Exhibit N

The Company hereby affirms that it does not seek such operational authority as specified at ARSD 20:10:32:03 (16).

Exhibit O

The Company hereby complies with the requirement at ARSD 20:10:32:03 (17) and affirms in good faith that to the best of its knowledge, belief and understanding, the Applicant is in good standing with each jurisdictional authority under which it presently operates, whether at the state or national level.

Exhibit P

The Applicant herein affirms it is in the process of complying with requirement and will provide notice and evidence of compliance as soon as practicable; however, in no event will such notice and evidence be provided in an untimely manner, thereby impeding the Commission in its consideration of the remaining elements of this application.